

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
GALVESTON DIVISION**

In re:	§	Case No. 10-80278-H3-11
	§	
GALVESTON BAY BIODIESEL, LP	§	Chapter 11
	§	
Debtor	§	

**DEBTOR'S EXPEDITED MOTION TO APPROVE (I) LETTER OF INTENT AND  
PURCHASER PROTECTION PROVISIONS, (II) SALE PROCEDURE  
AND FORM OF NOTICE, AND (III) CERTAIN BID PROTECTIONS**

**THIS MOTION SEEKS AN ORDER THAT MAY ADVERSELY AFFECT YOU. IF YOU OPPOSE THE MOTION, YOU SHOULD IMMEDIATELY CONTACT THE MOVING PARTY TO RESOLVE THE DISPUTE. IF YOU AND THE MOVING PARTY CANNOT AGREE, YOU MUST FILE A RESPONSE AND SEND A COPY TO THE MOVING PARTY. YOU MUST FILE AND SERVE YOUR RESPONSE WITHIN TWENTY-ONE (21) DAYS OF THE DATE THIS WAS SERVED ON YOU. YOUR RESPONSE MUST STATE WHY THE MOTION SHOULD NOT BE GRANTED. IF YOU DO NOT FILE A TIMELY RESPONSE, THE RELIEF MAY BE GRANTED WITHOUT FURTHER NOTICE TO YOU. IF YOU OPPOSE THE MOTION AND HAVE NOT REACHED AN AGREEMENT, YOU MUST ATTEND THE HEARING. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT MAY CONSIDER EVIDENCE AT THE HEARING AND MAY DECIDE THE MOTION AT THE HEARING.**

**REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.**

**THE DEBTOR HAS REQUESTED AN EXPEDITED HEARING ON THIS MOTION.**

Galveston Bay Biodiesel, LP, ("GBB"), the debtor-in-possession (the "Debtor"), files this Expedited Motion to Approve (i) Letter of Intent and Purchaser Protection Provisions, (ii) Sale Procedure and Form of Notice, and (iii) Certain Bid Protections.

**Nature of the Motion**

1. The Debtor has entered into a written agreement to sell substantially all of the assets and operations of the bankruptcy estate of the Debtor to 4828 PIB, LLC, a Texas limited liability company ("4828 PIB"), or to the other parties to which 4828 PIB has assigned its rights under the Asset Purchase Agreement (as defined herein) (together with 4828 PIB, such parties

are referred to herein as “4828 PIB”), free and clear of all liens, claims, interests and encumbrances under 11 U.S.C. § 363(f) for a total payment of \$1,307,425.00, which will be paid in cash, and a waiver of the right to share in any distribution as an unsecured creditor on account of claims of certain affiliated entities in the amount of \$3,298,241.65<sup>1</sup>. The specific terms of the sale are set forth in greater detail below. The agreement between the Debtor and 4828 PIB is subject to higher and better offers. In order to induce 4828 PIB to serve as the “stalking horse” bidder in the sale process, the Debtor has agreed to, and seeks approval of the LOI (as hereinafter defined), a sale procedure and form of notice and certain bid protections as set forth below.

### **Jurisdiction and Venue**

2. This Court has jurisdiction over this case and this matter pursuant to 28 U.S.C. §§ 1557 and 1334. This is a core proceeding within the meaning of 28 U.S.C. §§ 157(b)(2)(A) and (N). Venue is proper in this district pursuant to 28 U.S.C. §§1408 and 1409(a).

### **Background**

3. On May 10, 2010 (the “Petition Date”), the Debtor filed a voluntary petition for relief under Chapter 11, Title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Court”).

4. The Debtor has continued in possession of its property and has continued to operate and manage its business as a debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request has been made for the appointment of a trustee or examiner, and no official committee has yet been established.

---

<sup>1</sup> This amount assumes that the Debtor will reject the lease of Sultex, Ltd. and includes rejection damages under 11 U.S.C. § 502(b)(6).

5. GBB is a Texas limited partnership that was formed on December 9, 2005 to develop and operate biodiesel<sup>2</sup> production facilities. GCIP, LLC is the general partner, and 19 other individuals and entities have some limited partnership interest, including Standard Renewable Energy Group, LLC and Biodiesel 1, LLC, the only limited partners with more than a 7% partnership interest<sup>3</sup>.

6. The Debtor currently has 5 employees, but at its peak in 2008 it had over 30 employees. The Debtor's plant is located at 4828 Old Port Road, Galveston, Texas 77554. The Debtor leases the approximately seven (7) acres of land upon which the plant sits in Galveston from Sultex Ltd. ("Sultex"). The plant is located on the Galveston ship channel with ready access to ship, barge, rail and truck transportation.

7. The plant began operation in August 2007. From August 2007 until early summer 2008, significant modifications were made to the plant to increase its production capabilities. At the point of the beginning of production in the second week of September 2008, Hurricane Ike washed through Galveston causing about \$23.4 million in damages to the plant and business interruption claims.

8. In the summer of 2009, GBB attempted to restart the facility but numerous problems related to the hurricane and the delay caused by it severely limited the plant's capabilities.

9. The Debtor's insurance companies, Liberty Mutual Insurance Company and Ace American Insurance Company, failed to pay outstanding claims for property damage and

---

<sup>2</sup> See Affidavit of Rod Hayslett filed contemporaneously with this Motion for a more detailed description of the Debtor capital structure, business operations and summary of the events leading to the filing of this bankruptcy case.

<sup>3</sup> See the List of Equity Interest Holders filed contemporaneously with this Motion for a complete list of the Debtor's equity interest holders.

business interruption caused by Hurricane Ike. As a result the Debtor has not been able to make necessary repairs to make the plant fully operational or to pay the numerous claims from vendors and suppliers incurred as result of the efforts to restore the plant after the hurricane.

10. In addition to the disruption caused by Hurricane Ike, in 2009 the Federal Government failed to issue new mandates for the use of biodiesel as required by law, and failed to extend the tax credit to blenders for the blending of biodiesel. This has severely impacted the entire biodiesel industry.

11. The combined effect of the failure of the Debtor's insurance companies to honor its Hurricane Ike insurance claims and the industry impact caused by the lack of a biodiesel mandate have made it necessary for the Debtor to file this chapter 11 bankruptcy case. The Debtor's decision to file was hastened by the receipt of a Notice of Termination and Demand for Possession (the "Termination Notice"), received on March 22, 2010 from Sultex, the Debtor's landlord. The Termination Notice alleged payment and other defaults under the lease, and gave notice that the lease would terminate on April 7, 2010. The Debtor subsequently negotiated several extensions of the termination date, the latest such extension being May 12, 2010.

#### **Marketing Efforts**

12. In April, 2010, the Debtor retained Harney Management Partners as investment banker to explore various available options for selling the Debtor's assets. Significant discussions occurred with several interested purchasers. After negotiating with several parties, the Debtor entered into a "Letter of Intent" with 4828 PIB (the "LOI"). A true and correct copy of the LOI is attached as **Exhibit 1** and made a part hereof for all purposes. All initially capitalized terms used herein shall have the same meaning assigned in the LOI. The LOI contemplates prompt Court approval of the LOI and the Purchaser Protection Provisions.

13. 4828 PIB, LLC is a single member Texas limited liability company wholly owned by Gerald Sullivan. Gerald Sullivan owns a 5% limited partnership interest in the Debtor, is a manager of GCIP, LLC, the Debtor's parent, and owns Sullivan Enterprises – Texas, Inc. Sullivan Enterprises – Texas, Inc. is the general partner of Sultex. Gerald Sullivan is also the father of Todd Sullivan, the Debtor's CEO. Todd Sullivan owns a 2% limited partnership interest in the Debtor and is a manager of GCIP.

14. The Debtor and 4828 PIB are currently negotiating the terms of a more definitive asset purchase agreement (the "Asset Purchase Agreement"). The final form of the Asset Purchase Agreement will be filed prior to the hearing on this motion. The LOI and Asset Purchase Agreement are subject to higher and better offers. Under the LOI and Asset Purchase Agreement, the Debtor has agreed to seek approval of a sale procedure and form of notice and certain bid protections as more fully set forth below.

15. As provided in the LOI, the Debtor will file a motion to sell all assets of the Debtor under § 363(f) of the Bankruptcy Code pursuant to the terms set forth in the LOI and Asset Purchase Agreement (the "Sale Motion").

**Approval of LOI, The Sale Procedure and Form of Notice**

16. Pursuant to the terms of the LOI, the Debtor hereby seeks approval of the LOI and the Purchaser Protection Provisions. Approval of the LOI will facilitate the sale process and will make 4828 PIB the "stalking horse" with certain Purchaser Protection Provisions in the event it is overbid.

17. The Debtor seeks approval of the following sale procedure and form of notice:

**Notice of Sale Hearing.** Within five (5) business days following the entry of an order approving this motion, the Debtor will serve by first class mail a notice containing the date of the final sale hearing to: (i) all potential purchasers that

have expressed an interest to the Debtor in purchasing the Assets (the “Potential Purchasers”); (ii) the Office of the United States Trustee; (iii) counsel for 4828 PIB; (iv) all parties who are known to possess or assert a lien, claim, encumbrance or interest in or upon any of the Purchased Assets (as defined in the Asset Purchase Agreement); (v) all applicable United States, state and local regulatory or taxing authorities, recording offices or any governmental entity which have a reasonably known interest in the relief requested in the Sale Motion; and (vi) all parties on the most current master service list filed in this case.

**Qualified Bidders.** Only Qualified Bidders may participate in the bidding process. To become a Qualified Bidder, a potential bidder must on or before 5:00 p.m. Central Time on \_\_\_\_\_, 2010 (i) execute and deliver to the Debtor’s counsel a confidentiality agreement prepared by the Debtor, (ii) deposit with the Debtor the sum of \$130,742.50 (each, the “Alternative Buyer’s Deposit”) which deposit shall be nonrefundable unless such Qualified Bidder is not the highest and best offer as determined by the Court; (iii) submit to the Debtor an unqualified and binding cash bid in excess of the aggregate present value of the transaction set forth in paragraph 12(h) of the LOI along with an executed written agreement substantially in the form of the Asset Purchase Agreement (“Qualified Bids”); and (iv) provide financial and other information to the Debtor that allows the Debtor to make a reasonable determination as to such bidder’s ability to consummate a sale as contemplated herein. 4828 PIB is and shall be deemed to be a Qualified Bidder and a party in interest for all purposes, and does not need to take any further action to become a Qualified Bidder. If no other Qualified Bidders are identified, the LOI and Asset Purchase Agreement between the Debtor and 4828 PIB shall be deemed the Highest and Best Bid (as defined below). No letter of intent or other written proposal submitted to the Debtor prior to the filing of this motion by any party other than 4828 PIB shall constitute or be considered a Qualified Bid for purposes of these sale procedures. The Debtor shall be responsible for conducting the bid and sale process.

**Notice of Qualified Bidders.** On or before 5:00 p.m. Central Time on \_\_\_\_\_, 2010, the Debtor shall file a notice with the Court identifying all Qualified Bidders and attaching copies of all bids that were timely received. All bids by the Debtor shall be shared with counsel for 4828 PIB. The Debtor shall serve a copy of the notice and the corresponding bids on all Qualified Bidders by (a) facsimile or electronic mail or (b) overnight delivery.

**Auction.** If one or more timely Qualified Bids are received, an auction for the Purchased Assets will be conducted on \_\_\_\_\_, 2010, commencing at 10:00 a.m. Central Time at the offices of Selman Munson & Lerner, PC, 800 Gesner, Suite 820, Houston, Texas 77024. Only Qualified Bidders may participate in the auction. All Qualified Bidders, or their authorized representatives, must be physically present at the auction. At the commencement of the auction, the Debtor shall announce the bidding order, which shall be based on: (i) the amount of the Qualified Bidder’s bid (from low to high); and (ii) if



Qualified Bids are identical, the time the Qualified Bids were delivered to the Debtor (the first such received identical bid going first in the auction); *provided, however*, that 4828 PIB shall bid last in any bidding round in which it participates. Minimum overbid increments at the auction shall be in the amount of not less than \$100,000.00.

**Selection of the Highest and Best Bid.** At the conclusion of the auction, the Debtor will announce the highest and best Qualified Bid (the “Highest and Best Bid”) and the next highest and best Qualified Bid (the “Back-Up Bid”). The Debtor will seek approval of the Highest and Best Bid at the final sale hearing. If for any reason, the Qualified Bidder submitting the Highest and Best Bid fails to timely consummate the purchase of the Purchased Assets, the Debtor may seek to consummate a sale based on the Back-Up Bid without further approval by the Court. The Back-Up Bid and the obligation of the party submitting such bid to consummate the purchase of the Purchased Assets shall remain open and in full force until the close of a sale of the Purchased Assets to the party making the Highest and Best Bid or the party making the Back-Up Bid.

**Return of Deposits.** Within two business days after the conclusion of the auction described above, the Debtor shall return by check the full amount of the Alternative Buyer’s Deposit (or Purchaser’s Deposit, as defined in the LOI) submitted by each party that is not selected as submitting the Highest and Best Bid or the Back-Up Bid. If the sale of the Purchased Assets is consummated with the party submitting the Highest and Best Bid, the Alternative Buyer’s Deposit (or Purchaser’s Deposit, if applicable) of the party that is declared the Back-Up Bid shall be returned by check transfer within two business days after the closing of the sale to the party submitting the Highest and Best Bid.

18. The foregoing sale procedure provides an appropriate framework to ensure that the Debtor’s goal of obtaining the maximum value for the Purchased Assets is realized. The proposed process is transparent and represents a fair balance of the competing issues present in this case.

#### **Requested Break-Up Fee**

19. In connection with the LOI and Asset Purchase Agreement, the Debtor seeks approval of certain Purchaser Protection Provisions, including, without limitation, (i) a \$50,000 break-up fee (the “Break-Up Fee”) or Termination Fee (the “Termination Fee”, and (ii) reimbursement of reasonable expenses up to \$50,000.00 (the “Reimbursable Expenses”).

The Break Up Fee, Termination Fee and Reimbursable Expenses shall be due in accordance with the terms of the LOI.

20. The Debtor believes that the Purchaser Protection Provisions are appropriate under the circumstances as a cost of ensuring that the Debtor's bankruptcy estate maximizes value for the Purchased Assets, while also providing the Debtor with the opportunity to continue its marketing efforts. The Debtor believes that the amount of the Break-Up Fee and/or Termination Fee, and Reimbursable Expenses is reasonable for a transaction of the type and size contemplated, including consideration of the difficult asset class, i.e. a Biodiesel facility operating on leased property where the lease is in substantial default. As set forth in the LOI, the maximum fees due to 4828 PIB total \$100,000.00, which is approximately 4% of the aggregate present value of the Transaction as described in the LOI, taking into account the waiver of claims by the Sullivan entities.

21. The determination of whether a break-up fee should be allowed is based on whether the fees and expenses are necessary to preserve the value of the estate. *In re O'Brien Environmental Energy, Inc.*, 181 F.3d 527, 534 (3d Cir. 1999). Courts have evaluated break-up fee arrangements under the business judgment rule standard. *Cottle v. Storer Communications, Inc.*, 849 F.2d 570 (11th Cir. 1988); *CRTF Corp. v. Federated Dep't Stores*, 683 F.Supp. 422 (S.D.N.Y. 1988); *In re Integrated Res., Inc.*, 147 B.R. 650, 657 (S.D.N.Y. 1992), *appeal dismissed by* 3 F.3d 49 (2d Cir. 1993); *see also In re Twenver, Inc.*, 149 B.R. 954 (Bankr. D. Colo. 1992). The considerations that underlie a debtor's business judgment to pay a break-up fee are relevant to the Court's determination of the request. *Id.*

22. It is well-established that "[a] bankruptcy court should uphold a break-up fee



which was not tainted by self-dealing and was the product of arm's-length negotiations.” *In re Integrated Res., Inc.*, 147 B.R. at 658. In the instant case, the proposed break-up fee and bid protections have been the product of good faith, arm's-length negotiations between the Debtor and OEH. The proposed fee is within the spectrum of break-up fees approved by bankruptcy courts in chapter 11 cases throughout the country. *See e.g., In re VarTec Telecom, Inc.*, Case No. 04-81694 (SAF) (Bankr. N.D. Tex., November 23, 2004 and April 15, 2005) (court approved a break-up fee of approximately 3% with respect to two sales of assets); *In re Enron Corp.*, Case No. 01-16034 (AJG) (Bankr. S.D.N.Y., April 8, 2004) (court approved break-up fee equal to 5% of the purchase price); *In re TransCom USA Management Co., L.P.*, Case No. 01-35158 (KKB) (Bankr. S.D. Tex., February 12, 2002) (court approved a break-up fee of more than 3.6% of the purchase price for the assets); *In re Ameriserve*, Case No. 00-0358 (PJW) (Bankr. D. Del., September 27, 2000) (court approved a break-up fee of 3.64% or \$4,000,000 in connection with \$110,000,000 sale); *In re Montgomery Ward Holding Corp., et al.*, Case No. 97-1409 (PJW) (Bankr. D. Del., June 15, 1998) (court approved break up fee of 2.7%, or \$3,000,000, in connection with \$110,000,000 sale of real estate assets); *see also Integrated Res.*, 147 B.R. at 648; *In re Crowthers McCall Pattern, Inc.*, 113 B.R. 877, 879 (Bankr. S.D.N.Y. 1990); *In re 995 Fifth Ave. Assocs., L.P.*, 96 B.R. 24, 28 (Bankr. S.D.N.Y. 1989); *In re Twenever*, 149 B.R. at 957 (holding a topping fee of 1% to 2% is generally found to be reasonable in a majority of cases approving such fees).

Accordingly, the Debtor requests that the Court (i) approve the motion as set forth above; and (ii) grant the Debtor other just relief.

Respectfully submitted this 13th day of May, 2010

SELMAN MUNSON & LERNER, P.C.

By: /s/ Christopher D. Johnson

Christopher D. Johnson  
TBA No. 24012913  
Two Memorial City Plaza  
820 Gessner, Suite 800  
Houston, Texas 77024  
Telephone: (713) 827-1722  
Facsimile: (713) 827-1438

PROPOSED ATTORNEYS FOR DEBTOR AND  
DEBTOR-IN-POSSESSION

**CERTIFICATE OF SERVICE**

This will certify that a true and correct copy of the foregoing pleading has been served upon the parties listed on the attached Master Service List by ECF, or by first class mail, postage prepaid, on this 13th day of May, 2010.

/s/ Christopher D. Johnson

Christopher D. Johnson

## SERVICE LIST

### United States Trustee

Ellen Maresh Hickman  
Office of the United States Trustee  
515 Rusk St., Ste. 3516  
Houston, TX 77002  
Email: [Ellen.hickman@usdoj.gov](mailto:Ellen.hickman@usdoj.gov)

### Parties Requesting Service

Trent L. Rosenthal  
Beirne Maynard & Parsons, LLP  
Counsel for Sullivan Group  
1300 Post Oak Blvd., Ste. 2500  
Houston, TX 77056  
Email: [troenthal@bmpllp.com](mailto:troenthal@bmpllp.com)

Scott A. Mixon  
Co-Counsel for Sullivan Group  
2423 Market Street, Ste. 100  
Galveston, TX 77550  
Email: [smixon@mimo-law.com](mailto:smixon@mimo-law.com)

Allison D. Byman  
Email: [Allison.Byman@tklaw.com](mailto:Allison.Byman@tklaw.com)  
Randy W. Williams  
Email: [Randy.Williams@tklaw.com](mailto:Randy.Williams@tklaw.com)  
Thompson & Knight LLP  
Counsel for Altira Group LLC  
333 Clay St., Suite 3300  
Houston, TX 77002-4499

### Creditors

1st Safety Sales & Rentals, LL  
629 Howard Ave., Bldg. A  
Deer Park, TX 77536

5 Star Welding & Industrial Sup  
PO Box 1314  
Santa Fe, TX 77510

A & H Electric  
PO Box 3097  
3401 Beall Lane  
Galveston, TX 77554-0097

A. Craig Eiland  
Law Office of A. Craig Eiland, PC  
2211 The Strand, Ste. 201  
Galveston, TX 77550

Addicks Fire & Safety, Inc.  
1800 Sherwood Forest, Ste. B-1  
Houston, TX 77043

AgResearch, Inc.  
16230 Woodlake Drive  
College Station, TX 77845

AIMM Technologies Inc.  
PO Box 369  
Lamarque, TX 77568

Air Liquide America Specialty LLC  
11426 W. Fairmont Pky (11300)  
La Port, TX 77571-6000

Air Liquide Industrial U.S. LP  
801 West N. Carrier Parkway  
Grand Prairie, TX 75050

Airgas  
PO Box 676031  
Dallas, TX 75261

Alliance Payroll Services, Inc.  
12707 North Freeway  
Suite 320  
Houston, TX 77060

Allied Waste Service #855  
Houston Services Group  
PO Box 78756  
Phoenix, AZ 85062

Altira Group LLC  
World Trade Center  
1625 Broadway, Ste. 2450  
Denver, CO 80202

Amegy Bank  
Commercial Loan Servicing Dept  
TH-A007-5771  
PO Box 3029  
Houston, TX 77253

American Arbitration Association  
13455 Noel Road  
Suite 1750  
Dallas, TX 75240

American Commodities Brokerage  
145 East 48th St., Ste. 31C  
New York, NY 10017

Amspec Services, LLC  
PO Box 1748  
360 East Elizabeth Ave.  
Linden, NJ 07036

Ann Best Elite Temporaries  
39018 Treasury Center  
Chicago, IL 60694-9000

Applied Industrial Technologie  
839 Highway 136 N  
Texas City, TX 77590-6640

Aramark Uniform Services  
PO Box 1339  
Stafford, TX 77497

Ardent Services, LLC  
East Gulf Coast  
615 Hill Street  
Jefferson, LA 70121

Aspen Technology, Inc.  
200 Wheeler Road  
Burlington, Massachusetts 01803-5501

Baker Corp  
101 Old Underwood Rd., Bldg B  
La Porte, TX 77571

Bay Area Industrial Supply  
6202 Main St.  
Hitchcock, TX 77563

Beck, Redden & Secrest, LLP  
1221 McKinney St.  
Suite 4500  
Houston, TX 77010

BETCO Scaffolds  
1617 Enid St.  
Houston, TX 77009

Bill Spence  
14 Ash Branch Ct.  
The Woodlands, TX 77381

Biodiesel Experts International  
PO Box 429  
Pearland, TX 77588

Bioselect Fuels, LLC  
c/o John D. White, General Counsel  
1100 Louisiana, Ste. 5005  
Houston, TX 77002

Bloomberg LLC  
731 Lexington Ave.  
New York, NY 10022

C. C. Wang  
5318 Avondale Dr.  
Sugar Land, TX 77479

Carlton Industries  
PO Box 280  
LaGrange, TX 78945

Chad Symcox  
735 Wilken St.  
Houston, TX 77008

Cheetah Transportation  
PO Box 1327  
Alvin, TX 77512

Chemtran USA, Inc.  
PO Box 62456  
Houston, TX 77205-2456

ChemTreat, Inc.  
4461 Cox Rd., Ste. 300  
Glen Allen, VA 23060

Chemtrec  
Accounts Receivable  
PO Box 791383  
Baltimore, MD 21279-1383

Cisco Boiler Service Company  
PO Box 266161  
Houston, TX 77207-6161

City of Galveston Water Dept.  
PO Box 779  
Galveston, TX 77553

Clean Coast Technologies, Inc.  
1041 Thomas Ave.  
Pasadena, TX 77506

Clean Fuels Clearinghouse  
5190 Neil Rd., Ste. 430  
Reno, NV 89502

Cognis Corporation  
PO Box 802568  
Chicago, IL 60680

Complete Crane Services, Inc.  
PO Box 41313  
Houston, TX 77241-1313

Consolidated Electrical Distributors Inc  
PO Box 5410  
Covington, LA 70434

Convergint Technologies  
35257 Eagle Way  
Chicago, IL 60678

Crossroad Carriers, LP  
PO Box 849  
Mont Belvieu, TX 77580

Custom Chemicals  
PO Box 441  
Santa Fe, TX 77510

Cypress-Fairbanks Tax Assessor Collector  
c/o Anita Henry  
10949 Jones Rd., Rm 106  
Houston, TX 77065

D & G Communications, Inc.  
2333 Palmer Hwy  
Texas City, TX 77590

David Norgan  
PO Box 771  
Texas City, TX 77592

David Stanley  
957 County Rd. #286  
Edna, TX 77957

Degussa  
379 Interpace Parkway  
PO Box 677  
Parsippany, NJ 07054

Direct Energy  
1001 Liberty Avenue  
Pittsburgh, PA 15222

Donald Wells Consulting Co.  
2347 Bright Meadows  
Missouri City, TX 77489

Dynasty Filtration  
123 South 16th St.  
La Porte, TX 77571

Ed Swinderman  
25510 Lyon Springs Court  
Spring, TX 77373

Elliot Electric Supply  
PO Box 630610  
Nacogdoches, TX 75936

Energy Labs  
PO Box 30975  
Billings, MT 59107-0975

Ernst & Young  
Bank of America  
PO Box 848107  
Dallas, TX 75284

Evia Partners  
PO Box 17017  
Galveston, TX 77552

Express Personnel Services  
1020 23rd (Tremont) St.  
Galveston, TX 77550

Fastenal  
115 Hwy 146 So.  
Texas City, TX 77590

Fed Ex Freight  
PO Box 406708  
Atlanta, GA 30384

Fisher Scientific  
PO Box 404705  
Atlanta, GA 30384

Galveston County Tax Office  
PO Box 1169  
Galveston, TX 77553-1169

Gardere Wynne Sewell LP  
1000 Louisiana, Ste. 3400  
Houston, TX 77002

Garner Environmental  
1717 W. 13th Street  
Deer Park, TX 77536

General Lab Supply  
PO Box 7120  
Pasadena, TX 77508

Gerald Sullivan  
PO Box 131486  
Houston, TX 77219

Gordon Communications  
4714 Louetta Rd., #709  
Spring, TX 77388

Grainger  
PO Box 419267  
Kansas City, MO 64141-6267

Graphic Products, Inc.  
PO Box 4070  
Beaverton, OR 97076

Graybar  
6161 Bingle Road  
Houston, TX 77092

Great Western Supply Co.  
Corporate Office, Dept. 377  
PO Box 4346  
Houston, TX 77210

Great Western Valve LLC  
14247 Bandera St.  
Houston, TX 77015

Greenergy USA, Inc.  
111 Bridgeport Plaza, Ste. 310  
Rome, GA 30161

Guardian  
PO Box 95101  
Chicago, IL 60694-5101



Harris County Tax Assessor  
PO Box 4622  
Houston, TX 77210-4622

John Sullivan  
PO Box 131486  
Houston, TX 77219

HLC Enterprises  
PO Box 1985  
Texas City, TX 77592

Johnson DeLuca Kennedy & Kurisky  
4 Houston Center  
1221 Lamar Street, Suite 1000  
Houston, TX 77010

Integrated Transportation Service  
PO Box 1987  
Channelview, TX 77530

Joyce, McFarland & McFarland  
One Shell Plaza  
910 Louisiana, Ste. 5000  
Houston, TX 77002

Internal Revenue Service  
PO Box 21126  
Philadelphia, PA 19114

Kirby Inland Marine, LP  
PO Box 200788  
Houston, TX 77216

Intertek  
Caleb Brett USA Inc.  
PO Box 32849  
Hartford, CT 06150

Kolmar Americas, Inc.  
10 Middle Street  
Penthouse  
Bridgeport, CT 06604

Island Health Center, P.A.  
4623 Ft. Crockett Blvd.  
Galveston, TX 77551-5962

Labcal Services Inc.  
PO Box 1426  
Kemah, TX 77565

Jackson Walker, LLP  
PO Box 130989  
Dallas, TX 75313

Lansing Trade Group, LLC  
PO Box 27267  
Overland Park, KS 66210

Jenny Ligums  
1414 A Harold Street  
Houston, TX 77006

Liberty Environmental Services  
PO Box 25  
Girard, OH 44420

JM Science  
PO Box 250  
Grand Island, NY 14072

Liquid Ring Service & Repair  
PO Box 310835  
Birmingham, Alabama 35231

John A. Mafrige  
3505 Gramercy  
Houston, TX 77025

McGraw Equipment  
6819 Highway 90, Ste. 630  
Katy, TX 77494

John L. Wortham & Son, LP  
PO Box 1388  
Houston, TX 77251

McGriff, Seibels & Williams, Inc.  
10375 Richmond Ave.  
Suite 1700  
Houston, TX 77042

Mithoff Law Firm  
c/o Richard W. Mithoff  
One Allen Center  
Penthouse, Ste. 3450  
500 Dallas Street  
Houston, TX 77002

Mitsubishi Int'l Tank Rentals  
655 Third Ave.  
New York, NY 10017

Mobile Mini  
7420 S. Kyrene Rd.  
Suite #101  
Tempe, AZ 85283

Mobile Modular Corporation  
PO Box 45043  
San Francisco, CA 94145

MSC Industrial Supply Company  
Dept. CH0075  
Palentine, IL 60055

Mueller Water Conditioning, Inc.  
PO Box 975118  
Dallas, TX 75397

National Biodiesel Board  
PO Box 104898  
Jefferson City, MO 65110

NMC Global Corporation  
650 Grove Road, Ste. 111  
PO Box 309  
Thorofare, NJ 08086

Noble Americas Corporation  
333 Ludlow St., Ste. 1230  
Stamford, CT 06902

Office of the Attorney General  
TX Child Support SDU  
PO Box 659791  
San Antonio, TX 78265-9791

Parijat Controlware, Inc.  
11522 North Lou-A1  
Houston, TX 77024

Phoenix Pollution Control  
720 S. Lynchburg Road  
Baytown, TX 77520

Primary Chemicals, LLC  
14906 FM 529, Ste. 202  
Houston, TX 77095

Progressive Pumps Corp.  
PO Box 73108  
Houston, TX 77273-3108

Property Management Partners  
11 Evia Main, Apt. 203  
Galveston, TX 77554

REIS Environmental  
PO Box 8498  
St. Louis, MO 63132

Restek  
110 Benner Circle  
Bellefonte, PA 16823

Rexel  
150 East Ross Ave.  
El Centro, CA 92243

Rod Hayslett  
55 Waugh Dr., Ste. 800  
Houston, TX 77007

RRS/SCHIRMER  
6455 South Shore Blvd., Ste. 400  
League City, TX 77573

Saia Motor Freight Line, Inc.  
PO Box A, Station 1  
Houma, LA 70363

Savitr Capital, LLC  
One Market Plaza  
Stuart Tower, Ste. 1400  
San Francisco, CA 94105

Sea Lion Technology, Inc.  
PO Box 1807  
Texas City, TX 77592

Secretary of State  
PO Box 13697  
Austin, TX 78711-3697

South Texas Boilers  
14715 East Freeway  
Houston, TX 77015

Southern Heat Exchangers  
12210 A US 90 East  
Houston, TX 77049

Sparkletts Water  
PO Box 660579  
Dallas, TX 75266

Sparkling Clear Industries  
422 W. Plantation  
Clute, TX 77531

SRI Instruments  
20720 Ear Street  
Torrance, CA 90503-2162

Standard Renewable Energy Group, LLC  
c/o John D. White, General Counsel  
1100 Louisiana, Ste. 5005  
Houston, TX 77002

Stargel Office Solutions  
4700 Blalock Rd.  
Houston, TX 77041

Steven L. Roberts  
Sutherland Asbill & Brennan LLP  
Two Houston Center  
909 Fannin, Ste. 2200  
Houston, TX 77010

Sullivan Land Services, LP  
PO Box 131486  
Houston, TX 77219

SulTex, Ltd.  
PO Box 3387  
Galveston, TX 77550

Sunbelt Rentals  
10620 Needham St.  
Houston, TX 77013

Swagelok  
105 Circle Way  
Lake Jackson, TX 77566

Syspro Impact Software, Inc.  
959 South Coast Drive, Ste. 100  
Costa Mesa, CA 92626

T. B. Jones Co.  
1025 Ashland Blvd.  
Channelview, TX 77530

Texas Comm. on Environmental Quality  
Financial Administration Division  
Cashier's Office, MC-214  
PO Box 13088  
Austin, TX 78711

Texas Gas Service  
Attn: Legal Department  
1301 South Mopac, Ste. 400  
Austin, TX 78746

Texas International Terminals  
PO Box 17017  
Galveston, TX 77552

Texas Workers' Compensation Commission  
Southfield Building, MS-4C  
4000 South IH-35  
Austin, TX 78704-7491

Tim Pearson  
1941 Waterford Way  
Seabrook, TX 77586

Todd Sullivan  
PO Box 131486  
Houston, TX 77219

Toshiba America Business Solution  
PO Box 740441  
Atlanta, GA 30374-0441

Trinity Green Services, LLC  
1165 S. Stemmons Freeway  
Suite 100  
Lewisville, TX 75067

Triplex, Inc.  
PO Box 4591  
Houston, TX 77210

Turner Industries Group, LLC  
Construction & Maintenance Division  
8687 United Plaza Blvd.  
Baton Rouge, LA 70809

U.S. Department of Labor  
Houston South Area Office  
17625 El Camino Real, Ste. 400  
Houston, TX 77058

ULINE  
2200 S. Lakeside Drive  
Waukegan, IL 60085

United Healthcare  
Dept. CH 10151  
600550151C0009  
Paleatine, IL 60055-0151

Univar USA Inc.  
777 Brisbane  
Houston, TX 77061

Vertical UK LLP  
Amicorp House, 81  
Fenchurc Street  
GB-London  
EC3M 4BT

VWR  
PO Box 640169  
Pittsburgh, PA 15264

Wayne Wicks & Associates  
110 N. Broadway St., Ste. C  
La Port, TX 77571

Weaver & Tidwell LLP  
24 Greenway Plaza, Ste. 1800  
Houston, TX 77046

William Sullivan  
PO Box 131486  
Houston, TX 77219

Joseph Ziemianski  
Cozen O'Connor  
One Houston Center  
1221 McKinney, Ste. 2900  
Houston, TX 77010

Bryan Verzey  
Cozen O'Connor  
One Houston Center  
1221 McKinney, Ste. 2900  
Houston, TX 77010

Wade Williams  
Lewis and Williams  
2200 Market Street, Ste. 750  
Galveston, TX 77550

Anthony M. Guerino, II  
Gardere Wynne Sewell LLP  
1000 Louisiana, Ste. 3400  
Houston, TX 77002

Daniel B. Nelson  
Law Offices of Daniel B. Nelson  
Arena Tower I  
7322 S. W. Freeway, Ste. 2020  
Houston, TX 77074

Steven L. Roberts  
Sutherland Asbill & Brennan LLP  
Two Houston Center  
909 Fannin, Suite 2200  
Houston, TX 77010

Brad W. Gaswirth  
Canterbury, Elder, Gooch, Surratt,  
Shapiro & Stein, P.C.  
5005 LBJ Freeway, Suite 1000  
Dallas, TX 75244-6199

Russell S. Post  
Beck, Redden & Secrest, LLP  
One Houston Center  
1221 McKinney, Ste. 4500  
Houston, TX 77010

W. Jason Walker  
Andrews Myers Coulter & Hayes, P.C.  
3900 Essex Lane, Ste. 800  
Houston, TX 77027